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No. 93-670

IN THE
Supreme Court of the United States
OCTOBER TERM, 1993

ALBERT HOWLETT,
Petitioner,

v.

BIRKDALE SHIPPING CO., S.A.,
Respondent.

On Writ of Certiorari to the United States Court of Appeals for the Third Circuit

MOTION FOR LEAVE TO FILE BRIEF AMICUS CURIAE AND BRIEF OF THE NATIONAL ASSOCIATION OF WATERFRONT EMPLOYERS AS AMICUS CURIAE IN SUPPORT OF PETITIONER

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MOTION FOR LEAVE TO FILE BRIEF AMICUS CURIAE

Pursuant to Rule 26 and Rule 37 of the Rules of the Supreme Court of the United States, the National Association of Waterfront Employers moves for leave to file a brief *amicus curiae* in support of Petitioner, Albert Howlett.

The National Association of Waterfront Employers (NAWE), formerly the National Association of Stevedores (NAS), is a not-for-profit tax exempt [26 U.S.C. § 501(c)(6)] trade association organized under the laws of the District of Columbia whose member companies are privately owned stevedores, marine terminal operators, and other related waterfront employers. NAWE member companies do business at most U.S. ports on the Atlantic

and Pacific coasts, the Gulf of Mexico, the Great Lakes, the States of Alaska and Hawaii, and the Commonwealth of Puerto Rico. With the exception of the Puerto Rico members every NAWE member company employs longshore labor (such as Petitioner, Howlett) engaged in maritime employment subject to the Longshore and Harbor Workers' Compensation Act (LHWCA).

Amicus members constitute the majority of self-insured and insured stevedore and marine terminal operating companies subject to the LHWCA and are concerned with job injuries sustained by their employees engaged in maritime employment on land and on vessels, the payment of compensation when due, and the recovery of damages from third parties, when appropriate under the circumstances of the case. In the instant case, *amicus* stands in the shoes of Petitioner, Howlett's employer, Northern Shipping Co., on the date of the injury.

Petitioner Howlett has consented to the filing of a brief *amicus curiae* by NAWE in support of the Petitioner.

Accordingly, *amicus* respectfully moves for leave to file the attached brief amicus curiae in support of Petitioner.

Respectfully submitted,

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QUESTION PRESENTED FOR REVIEW

Does not the shipowner's duty of care owed to a longshoreman under § 5(b) of the Longshore and Harbor Workers' Compensation Act extend to unsafe conditions existing in cargo stow of which the shipowner knows or has reason to know, and which are unknown to the longshoreman and his stevedore employer, are not open and obvious, and would not normally be anticipated?

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On Writ of Certiorari to the United States Court of Appeals for the Third Circuit

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BRIEF AMICUS CURIAE ON BEHALF OF THE NATIONAL ASSOCIATION OF WATERFRONT EMPLOYERS IN SUPPORT OF PETITIONER

STATEMENT OF INTEREST OF AMICUS CURIAE

The member companies of N. WE, *amicus curiae,* are employers of longshoremen and harbor workers such as Petitioner, Albert Howlett, and as such stand in the shoes of Mr. Howlett's employer, Northern Shipping Co. As such, *amicus'* members not only are obliged to pay compensation to workers injured aboard vessel's pursuant to the LHWCA, but they are also entitled to bring actions against third party tortfeasors, such as Respondent Birkdale for damages they incur as employers because of an injury to their employees caused by third parties. One source of action is § 33 of the LHWCA (33 U.S.C. 933) or the assertion of the lien for compensation paid as authorized by § 33, should Mr. Howlett ultimately prevail herein.

But *amicus* has another stake in this case. If Mr. Howlett has claimed compensation from his employer under the LHWCA (which he has), and the employer has or is paying LHWCA benefits (which it has), and if the employer was an authorized LHWCA self-insurer under § 32 of the LHWCA (which it was at the time of injury), and the employer subsequently files for bankruptcy (which it did), then when the collateral the employer has with the Secretary of Labor under § 32 is exhausted, NAWE self-insured member companies will have to each pay a portion of Mr. Howlett's compensation due from his former employer (LHWCA §§ 18 and 44) (33 U.S.C. §§ 918 and 944) through increased assessments to the LHWCA Special Fund. (See Appendix)

Finally, any decision of this Court with respect to the duties owed by a shipowner to a longshoreman or the longshoreman's employer directly impacts upon all NAWE member companies. Those duties, as this Court held in *Federal Marine Terminals, Inc. v. Burnside Shipping Co., Ltd., infra,* are very similar, but not identical. The attached brief of *amicus* therefore will present similar but not identical argument as Petitioner. Our ultimate interests are the same, to be sure, but the approach of *amicus* is predicated upon more than § 5(b) of the LHWCA.

STATMENT OF THE CASE BELOW

Albert Howlett, a longshoreman at the time of his injury employed by Northern Shipping Co., was injured while engaged in the *unloading* of cocoa beans from the M/V PRESIDENTE IBANEZ, owned and operated by respondent, Birkdale Shipping Co., SA ("Birkdale"). The cocoa beans had been loaded on the vessel by a stevedore, not Mr. Howlett's employer, in Ecuador for unloading in Philadelphia by Mr. Howlett's employer. Amongst the other remedies available to him, Mr. Howlett filed an action in negligence against respondent Birkdale pursuant to § 5(b) of the Longshore and Harbor Workers' Compensation Act [33 U.S.C. § 905(b)

("LHWCA")] in the U.S. District Court for the Eastern District of Pennsylvania (CA No. 91-7978) which granted Birkdale's motion for summary judgment predicated on a prior decision of the U.S. Court of Appeals for the Third Circuit in *Derr v. Kawasaki, K.K.*, 835 F.2d 490 (3rd Cir. 1987), *cert. den.*, 486 U.S. 1007 (1988). Without written opinion the Third Circuit affirmed the grant of summary judgment.

This Court granted Mr. Howlett's petition for writ of *certiorari* on the question of what duty does a shipowner owe to a longshoreman under § 5(b) of the LHWCA in connection with cargo stowed in the vessel. *Amicus* suggests that that question must encompass the shipowner's duty to the injured longshoreman's employer, the contract stevedore. The duties are substantially the same, but they are not identical.

SUMMARY OF ARGUMENT

The precedent case upon which the district court predicated its grant of summary judgment of Respondent, affirmed without opinion by the Third Circuit Court of Appeals, was seriously flawed and misinterpreted this Court's controlling decisions. The courts below misapplied this Court's decisions concerning the shipowner's duties with respect to ship *loading* to cases involving ship *unloading*. The circumstances of the operations are significantly different. The uncontroverted evidence shows that Respondent negligently breached its duties enunciated by this Court in an unbroken line of decisions. In addition Respondent negligently failed to inform its *unloading* contract stevedore of a significant material fact when the stevedoring contract was negotiated. Finally, Respondent negligently breached its statutory non-delegable duty to properly load and stow the cargo upon which Petitioner was injured.

Each and every breach of Respondent's several duties was the proximate cause of Petitioner's injury and the

proximate cause of damages (the cost of workers' compensation paid and to be paid) incurred by Petitioner's employer. The decisions below must be reversed with instructions that, with respect to cargo previously loaded (stowed) in a ship by one employer for subsequent *unloading* (discharge) by another employer, the cargo itself constitutes the work space of the ship within the meaning of this Court's prior decisions.

ARGUMENT

Until now all parties agree that the ultimate decision below in this case is predicated on the Third Circuit's decision in *Derr, supra* and its interpretation of this Court's decision in *Scindia Steam Navigation Co. v. De Los Santos*, 451 U.S. 156 (1981). In effect, it is *Derr* and its misinterpretation of *Scindia* that are now before the Court.

I. THE THIRD CIRCUIT HAS MISINTERPRETED *SCINDIA*

Amicus submits that *Derr*, which was concerned with two longshoremen injured during two distinct vessel *unloading* processes is seriously, if not fatally, flawed and is based on a clear misreading of this Court's decision in *Scindia*. In *Derr*, at 835 F.2d 492, the Third Circuit said that "*Scindia* involved a longshoreman who was injured in an unloading operation as the result of a defective winch that was part of the vessel's equipment being operated by the stevedore." It did not. Mr. De Los Santos was injured during the *loading* process, *Scindia* at 451 U.S. 160, as was Gordon McNeill before him in *Federal Marine Terminals, Inc. v. Burnside Shipping Co., Ltd.*, 394 U.S. 404 (1969). Had the Third Circuit recognized that *Scindia* and *Burnside* dealt only with ship loading, not unloading, it might have arrived at the same result as the Fourth, Fifth and Ninth Circuits with respect to unloading. (*See Gill v. Hango Ship-Owners/AB*, 682 F.2d 1070 (4th Cir. 1982), *Woods v. Sammisa Co., Ltd.*, 873 F.2d 842 (5th Cir. 1989), *cert. den.*, 493 U.S. 1050 (1990), *Turner v. Japan Lines, Ltd.*, 651 F.2d 1300 (9th Cir. 1981) and *Riggs v. Scandia Steam Navigation Company, et al.* (No. 92-55139) —— F.3d —— (9th Cir. 1993).

But we need not dwell on speculating what the Third Circuit might have done had it read *Scindia* correctly and recognized that *ship loading and unloading are different operations presenting different circumstances in each case.* The general rule stated in *Scindia*, which affirmed the rule stated in *Burnside, supra*, which followed the rule stated in *Kermarec v. Compagnie General Transatlantique*, 358 U.S. 625, 632 (1958), is, quoting from *Burnside* at 394 U.S. 415:

> "The owner of a ship in navigable waters owes all who are on board for purposes not inimicable to his legitimate interests the duty of exercising reasonable care under the circumstances of each case."

In addition, the *Kermarec* Court's decision indicates at 358 U.S. 631 that the same general rule applies under the common law; namely that the owners and occupiers of property owe a single duty of reasonable care in all the circumstances to those on the property for legitimate purposes.

In both *Burnside* and *Scindia* this Court simply applied the general rule to the circumstances of each ship *loading* case before it. With respect to longshoremen, reasonable conduct on the part of the shipowner is governed by § 5(b) of the LHWCA which requires the shipowner to be non-negligent. That means, non-negligent in the light of the circumstances of the particular incident. *Amicus* stresses the difference betwen ship *loading* and *unloading* because, although there are similarities between the two operations, there are significant differences. Differences which this Court properly did not consider in either *Scindia* or *Burnside* because they—(*unloading operations*)—were not before the Court.

II. THE CARRIAGE OF GOODS BY SEA ACT (COGSA)

When a ship arrives in a U.S. port to *unload or discharge* cargo stowed in it that ship already will have incurred a non-delegable duty imposed on it by another federal law in addition to its duties imposed by the LHWCA. That non-delegable duty (really a bundle of such duties) is to be found in § 3(2) of the Carriage of Goods By Sea Act (COGSA), [46 U.S.C. § 1303(2)], which provides:

> "(2) The carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried."

By law the carrier, here respondent Birkdale, has a non-delegable duty to see that the cargo is properly stowed, and the carrier may not insulate itself from liability by the use of independent contractors. Any failure by the independent contractor to care for the cargo is also a failure by the carrier. *Agrico Chemical Co. v. SS ATLANTIC FOREST*, 459 F. Supp. 638 at 647, and cases cited therein, affirmed 620 F.2d 487, 488 (5th Cir. 1979).

Some may argue that COGSA only applies to shipowner and cargo interests; but does it? COGSA requires the shipowner (carrier) to insure that the cargo taken on board is loaded carefully and properly and is carefully and properly stowed within the ship. While the shipowner may think it has no obligation to supervise the operations of the loading stevedore, the carrier has a statutory non-delegable duty to ensure that the completed operation of the stevedore results in carefully and properly stowed cargo. It is the status of the final stow for which the shipowner has the inescapable duty. Failure to carry out that duty is negligence. Immediately foreseeable consequences of improper cargo stowage are (1) damage to the cargo and other cargo around it, and (2) damage to the ship itself. But equally foreseeable consequences to

improperly stowed cargo are (1) the discharging (unloading) stevedore may encounter unexpected, difficult and more costly requirements to safely unload the cargo, and (2) some discharging (unloading) longshoreman could be injured because of the improperly stowed cargo.

But for the failure of the shipowner, Respondent Birkdale, to fulfill its COGSA duties with respect to the cargo petitioner Howlett might not be before this Court. *Amicus* submits that Birkdale had a statutory non-delegable duty to ensure that the cargo was properly loaded and stowed and to warn the discharging stevedore, Northern Shipping, Howlett's employer, if it was not. Howlett could have been alerted to the presence of the plastic and could have avoided his injury. Under the circumstances of this case, Birkdale had both a duty to inspect and a duty to warn. It apparently did neither, and in both respects was negligent.

Because of its reliance on *Derr* the district court never reached the issue of whether the cocoa bean were properly stowed. There is evidence in the record that they were not, and had the master been aware of the use of plastic instead of paper he would have ordered the loading stevedore to use paper. Respondent admits that (Page 2, Respondent's Brief in Opposition to the Petition for Writ of Certiorari). *Had the master fulfilled his non-delegable duty under COGSA he would have been aware of the use of plastic.* Obviously, the master and everyone else on the ship when it was being loaded and before it set sail took no steps to ensure that the cargo was carefully and properly stowed.

III. THE FOURTH, FIFTH AND NINTH CIRCUITS GOT IT RIGHT

Amicus submits that, like the Fourth and Fifth Circuits, the Ninth Circuit got it right in *Riggs, supra,* and would like to comment on the reservations expressed in Circuit Judge Rymer's concurring opinion. Much of that con-

cern appears to have been addressed by this Court in *Burnside*. The shipowner is subject to at least two federal legal regimes. One is the LHWCA and the other is COGSA. As *Burnside* points out, the duties to the employer-stevedore are not the same as the duty to the employee-longshoreman. However, the breach of a duty to one can result in injury to either or both. As the Court said at 394 U.S. 415:

> "The owner of a ship in navigable waters owes to all who are on board for purposes not inimicable to his legitimate interests the duty of exercising reasonable care under the circumstance of each case. That duty of care imposed by law extends to the stevedoring company as well as to others lawfully on the ship, and its breach gives rise to a cause of action for any damages proximately caused. It is not disputed, for example, that if the shipowner's negligence caused damages to the stevedoring contractor's equipment, those damages would be recoverable in a direct action sounding in tort. We can see no reason why the shipowner's liability does not extend to the foreseeable obligations of the stevedoring contractor for compensation payments to the representative of a longshoreman whose death was occasioned by the shipowners breach of his duty to the stevedoring contractor."

The duty to properly and carefully *load and stow cargo* of § 3(2) of COGSA has nothing to do with the doctrine of "seaworthiness." COGSA provides for that in § 3(1)(a). COGSA § 3(2) *and* the LHWCA's § 5(b) speak of negligence. The 1972 amendments to the LHWCA as well as the 1984 amendments did not amend COGSA and did not affect this Court's decision in *Burnside*. The basis of petitioner Howlett's claim is Birkdale's negligent stow of the cocoa beans and its failure to warn anyone of the condition of the stow; a claim clearly provided for by the 1972 amendments to the LHWCA.

In fact, suits *in negligence* against a carrier (shipowner) by a longshoreman injured during the *unloading* process were permissible even before the 1972 amendments to the LHWCA, *Weyerhaeuser S.S. Co. v. Nacerima Operating Co., Inc.*, 355 U.S. 563 (1958) in which an unloading longshoreman was injured by a temporary structure that was on the ship when the ship arrived at the loading port. After trial the jury found that the shipowner had been negligent, and found for the longshoreman on that issue. *Id.* at 564. In commenting on the jury's verdict, which was not before it for review, having been previously satisfied, this Court said at 568:

> "While the jury found petitioner [Weyerhaeuser] 'guilty of some negligence,' that ultimate finding might have been predicated, *inter alia*, . . . or a failure to correct or warn respondent of a latent dangerous condition known to petitioner when respondent began the Boston unloading. Likewise, the finding might have been predicated on a failure of petitioner during the five days in Boston to inspect the shelter, detect and correct the unsafe condition."

Therefore, amicus submit that the concern expressed by the concurring opinion in *Riggs, supra* is unfounded. See also *Edmonds v. Compagnie General Transatlantique*, 443 U.S. 256 (1979) involving a longshoreman injured during the unloading operation. The issue of a longshoreman injured while upon cargo already stowed aboard a ship in another port is not new to the Court. In *Cooper Stevedoring Co., Inc. v. Fritz Kopke, Inc., et al.*, 417 U.S. 106 (1973) the Court had before it the question of apportionment of damages to an injured longshoremen between the loading stevedore, who was not the employer of the injured longshoreman, in a different port from that of the accident and the shipowner.

The *Cooper* Court noted in footnote 2, *Id.* at 107 that the incident occurred before the 1972 amendments to the LHWCA and that all parties thereto had agreed that

the 1972 amendments, which eliminated the "seaworthiness" of the ship as a basis for suit by the injured longshoreman, did not apply in that case. It appears that the suit against the ship alleged both negligence and unseaworthiness on the part of the shipowner. The trial court found that the cargo stow resulted in an unsafe place to work and an unseaworthy condition, *Id.* at 108, and then apportioned damages between the loading stevedore and the shipowner. This Court affirmed. *Amicus* submit that *Cooper* remains good law after the 1972 amendments to the LHWCA. The only change applicable here is that now the injured worker must prove negligence by the shipowner. *Cooper* clearly indicates that the shipowner has a duty to "make adequate arrangements to assure that the cargo stow . . ." not result in an unsafe place to work, *Id.* at 108. Nothing in the 1972 amendments to the LHWCA changed that.

IV. SCINDIA APPLIED TO THE CIRCUMSTANCES OF THIS CASE

We now return to *Scindia*, this Court's latest statement on the duties owed by a shipowner to all aboard its ship for a legitimate purpose. Those duties, *Id.* at 166-7, include:

> "The shipowner thus has a duty with respect to the condition of the ship's gear, equipment, tools, and *work space* to be used in the stevedoring operations; and if he fails *at least* to warn the stevedore of hidden danger which would have been known to him in the exercise of reasonable care, he has breached his duty and is liable if his negligence causes injury to a longshoreman." (Emphasis supplied).

The first question that must be addressed is what is "work space to be used in the stevedoring operations." In the case of vessel loading, as in *Burnside* and *Scindia* it is the hold of the vessel which is to be loaded. The Third Circuit in *Derr*, *supra* at 835 F.2d 495 says that it construes the language to refer to the "physical" work

space. *Amicus* submit that if the circumstances in a particular vessel unloading case require the longshoremen employed by the stevedore to go upon the stowed cargo in the course of a reasonably competent unloading operation, *the cargo itself is a physical work place.* It is the cargo within the hold of the vessel which defines the actual work space within which the longshoremen work, not the bulkheads and deck of the cargo hold, during most of the unloading operation. And, as discussed above, it is the non-delegable duty of the shipowner/carrier to insure that the cargo is carefully loaded and stowed in the vessel. This is not to claim that the ship owner has the duty to supervise every step of the loading process, but it plainly has a duty to insure that the completed operations of the loading stevedore satisfy the carrier's responsibilities under COGSA and the non-negligence requirement of the LHWCA.

The second question is what is "a hidden danger which would have been known to him [the shipowner] in the exercise of reasonable care." *The answer is the stowage of the cargo.* In the proper exercise of its COGSA non-delegable duties the shipowner should know the nature of the cargo loaded and to be subsequently unloaded and the manner in which such cargo is stowed. If the shipowner does not fulfill its COGSA duties but simply looks the other way during the loading operation, the shipowner still remains liable for any damage or injury for which its breach of a statutory non-delegable duty (negligence) is the proximate cause.

Cargo stowage is hidden to all, except the loading stevedore and the shipowner, until the vessel arrives at the unloading port and is uncovered. In most, if not all situations, the arrangements to unload the cargo from the vessel have been made long before it arrives at the port of unloading largely due to improved communications and the vessel owner/operator's desire to spend as little time and money in port as possible. The way in

which the cargo is stowed is a material fact which the shipowner has a duty to disclose to the contracting unloading stevedore in order for the latter to be able to perform its operations in the workmanlike manner prescribed by *Ryan Stevedoring Co. v. Pan-Atlantic S.S. Corp.*, 350 U.S. 124 (1956). *Ryan* also suggests that there is a reciprocal obligation from the shipowner to the stevedoring contractor, but did not decide that in the light of the facts peculiar to the case before it, *Id.* at 134. At least one such obligation must be the full disclosure of the nature of the work to be performed. In an unloading operation, that must include the nature of the cargo to be handled and the manner in which it has been stowed in the ship. The 5 to 4 split decision in *Ryan* was based solely on the terms of the stevedoring contract, the indemnification agreement therein between the parties, and section 33 of the LHWCA. Although the 1972 amendments to the LHWCA have mooted the question of indemnity agreements, *amicus* wonder if the result would have been the same if Pan-Atlantic's non-delegable COGSA obligations had been before the court.

In the instant case respondent admits that the nature of the stowage, i.e., use of plastic on which Howlett slipped, was only noticed (i.e., unhidden); "When the draft of cocoa beans was lifted out of the hold immediately before the alleged accident, it exposed an area that was approximately eight foot square." (Respondents Brief in Opposition pg. 4). Obviously, the unsafe or defective stowage was hidden or concealed at the time the ship was turned over for unloading operations. On the same page respondent admits that "Captain Cafena did testify, as Petitioner asserts, that "plastic should not have been used under the cargo," and on page 2, "In addition Captain Cafena testified that if any member of his crew saw plastic being used for this purpose, it would have been reported to him and he would have asked the loading stevedore to remove it immediately." The unloading operations then did not create the unsafe condition of the cargo stow. They simply revealed that which already existed and of which the shipowner should and could have long since been aware had it exercised due care.

Could Howlett's employer have reasonably expected to encounter this type of stowage? Even the Respondent says not (Brief in Opposition, page 2), to wit: "In fact, the ship's Captain, Daniel Cafena, testified that he has never seen plastic used as a separation material for cocoa beans and would not have permitted it to be used for this purpose without registering a complaint since plastic can cause condensation damage to this type of cargo." If plastic were never used, how could Northern Shipping or Mr. Howlett reasonably expect to encounter it? Captain Cafena should have known that condensation (moisture) could also cause an unloading longshoreman to slip on the plastic during the unloading operation after the voyage at sea from Ecuador to Philadelphia.

The district court's grant of summary judgment dismissing Howlett's claim based on the Third Circuit's decision in *Derr, supra* was clearly wrong, as is *Derr* itself. The jury should have been allowed to determine whether the cargo was properly stowed, whether the shipowner had actual or imputed knowledge of the manner of the cargo stowage, and whether the shipowner was negligent in not informing Howlett's employer of the nature of the cargo stow when it contracted for unloading the ship.

In short, the district court, consonant with this Court's statement of duties, should review the facts of this case in light of the several obligations of the shipowner, recognizing that the objective under the LHWCA is "placing the burden ultimately on the company whose default caused the injury, *Italia Societa per Azioni di Navigatione v. Oregon Stevedoring Co.*, 376 U.S. 315 (1964). In the instant case, Respondent Birkdale clearly is such a company.

CONCLUSION

Amicus submits that with respect to vessels which are tendered to a contracting stevedore for *unloading* (discharge) the shipowner owes, in addition to the duties prescribed by this Court in *Burnside* and *Scindia,* the duty to tender a vessel in which cargo is carefully and properly stowed, and to warn the stevedore in each circumstance when the cargo is not carefully and properly stowed, and that a breach of those duties will make the vessel responsible for all damages and injuries for which the breach is the proximate cause. *Amicus* believe that such a requirement is completely within the general duties of the shipowner expressed by this Court in *Kermarec, Burnside* and *Scindia.* The instant case should be reversed and remanded for findings in accordance with this Court's decision.

Respectfully submitted,

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APPENDIX

U.S. Department of Labor

[Feb. 7, 1994]

Employment Standards Administration
Office of Workers' Compensation Programs
Division of Longshore and
Harbor Workers' Compensation
Washington, D.C. 20210

File Number:

Mr. Thomas D. Wilcox, Esquire
National Association of
Waterfront Employers
2011 Pennsylvania Avenue, N.W.
Suite 301
Washington, D.C. 20006

Re: Claimant: Albert Howlett
Employer: Northern Shipping Co.
Date of Injury: July 28, 1989
OWCP Case No.: 180-50-4315

Dear Mr. Wilcox:

This is in response to your letter dated February 1, 1994 concerning the above captioned case. Mr. Howlett has filed a claim for benefits under the Longshore and Harbor Workers' Compensation Act with his employer, Northern Shipping Co., an authorized self-insured employer. However, since the Northern Shipping Co. has filed for bankruptcy, the OWCP is administering Mr. Howlett's claim.

Sincerely,

/s/ Joseph F. Olimpio
JOSEPH F. OLIMPIO
Director, Division of
Longshore and Harbor
Workers' Compensation